**EXHIBIT E** 



125 West 55th Street New York, NY 10019

Tel.: 212 541 0718 Fax: 212 956 5580

Thursday, March 29, 2001

Mr. William Moryto CFO Lazare Kaplan International Inc. 529 Fifth Avenue New York, NY 10017

Jone Jone

Re: Account Agreement

Dear Mr. Moryto,

Please find enclosed two amended original account agreements.

Kindly initial the amendments where marked and return one original to our office.

We thank you for your much appreciated co-operation.

Sincerely,

Maaike Maeckelbergh

ICM 01/8898



# ADDENDUM TO THE ACCOUNT AGREEMENT

# **Availability of Transactions:**

Funds from deposits in your account are available as follows:

- Wire transfers: same day
- Checks drawn on KBC New York: same day
- US Treasury checks that are payable to you: next day
- State and local checks that are payable to you: 2 days
- Cashier's, Certified and teller's checks that are payable to you: 2 days
- Federal Reserve Bank checks, Federal Home Loan checks and postal money orders if payable to you: 2 days
- All other checks if payable to you: 2 days





# Account Agreement and General Terms and Conditions

#### 1. Account Agreement

This Account Agreement ("Agreement") governs all accounts (including non-negotiable time deposits) established with KBC Bank N.V., New York Branch. The words "you", "your" and "owner" refer to all depositors named as owner(s) or joint owners of an account, and each of their legal representatives. The words "we," "us," "our," or "KBC" refer to KBC Bank N.V., New York Branch. The word "account" refers to each account maintained with us.

For administrative convenience, all credit or debit balances you maintain with us shall be treated within the framework of a single account. We may, in our discretion, divide your account into sub-accounts based upon differing types of deposits, interest rates or currencies, or for any other reason.

#### 2. Opening an Account

An account is opened when you complete and sign the Account Opening Form and our signature card. KBC Bank may verify the information you give us when you open an account. In addition, you agree to allow us to answer any credit inquiries we may receive about your account from other financial institutions. When you open an account you agree to be bound by:

- These General Terms and Conditions and our Policy on Funds Availability, Electronic Funds Transfer Agreement, Schedule of Fees, and rules for specific accounts (as they may be amended from time to time), copies of which have been delivered to you.
- Any other agreement you may enter into with KBC Bank relating to particular products and services.
- All current and future applicable Federal, New York State and local laws, rules and regulations, including those of the New York State Banking Department.
- · General commercial and regular bank practices in our service area.
- · The Rules of any clearinghouse association with which we may deal.

#### 3. Documentation

We may at any time require you to provide appropriate and necessary documentation or signature verification to us before permitting any transaction on your account or honoring your order or instructions. If you do not provide the documentation or signature verification required, we will not have any liability to you.

#### 4. Deposits

You can make deposits to your account at KBC Bank. We may refuse, limit or return any deposit, including cheques presented more than six (6) months after the date of the cheque. All items presented for deposit are subject to subsequent verification and corrections, if necessary, before the deposit is deemed final.

After depositing a cheque to your account it may take us time to collect the funds from the institution upon which the cheque is drawn. You are entitled to withdraw the amount of the cheque when the funds become "available." (Please see Funds Availability Policy for more information.) If the deposited item is not paid by the payor, we will charge your account accordingly and include a fee. (See Schedule of Fees.) If KBC Bank is charged special fees for collecting your deposit, you will be responsible for them.

#### 5. Withdrawals

You may make withdrawals:

- · By written instruction delivered to KBC Bank during our normal banking hours.
- From your account by writing a cheque.
- · Electronically.

Withdrawals are considered made when recorded on our books, not necessarily the date you initiated the transaction. You will incur a penalty if you withdraw funds from a time deposit before it has matured.

You are responsible for all chequebooks given to you and in no case will we be held responsible in case of loss, theft or forgery. You will promptly notify us in writing of any cheques which have been lost or stolen and the circumstances surrounding the loss or theft.

We can refuse to permit you from making any withdrawal if: (a) a problem with our systems prevent us from knowing how much is in your account, (b) we receive legal process (for example a levy, attachment, garnishment or other court order on your account), or (c) a dispute arises.

#### 6. Telecommunications Instructions

We are not required to follow any transaction request by telephone, telex, telefacsimile, electronic mail or any other telecommunications method for the withdrawal or transfer of funds from your account, or for any other purpose. Acceptance of such a request by KBC Bank does not obligate the Bank to accept a subsequent request. Further, KBC Bank reserves the right, in its discretion, to require you to complete our "Telecommunications Authorization/Indemnification Form" to cover requests by telecommunications means.

KBC Bank shall not be liable for any action taken or not taken with respect to these requests, except for the willful misconduct of KBC Bank.

#### 7. Collection of Items

KBC Bank will be the Collecting Agent for your deposits and collection items. We assume no responsibility beyond the exercise of due care. We choose our correspondent banks carefully, but we are not responsible for their negligence or default in handling deposits, nor are we responsible for what may happen to an item in transit to a correspondent bank. If an item is lost in processing, we will notify you. KBC Bank has the right to charge your account for the lost item immediately. We also have the right to charge your account after an investigation.

#### 8. Closing an Account

We reserve the right to close your account at any time, with or without notice to you. In the case of a Time Deposit, the deposit will be closed at maturity. You also have the right to close your account, subject to any other Rules which may apply. Any cheques presented after the account is closed will be returned unpaid, and you will receive any available balance in your account, less applicable service charges, or as otherwise provided in this Agreement. In the event your account is closed for cause, you agree that KBC Bank may report this information, in accordance with applicable law, to a credit bureau.

#### 9. Endorsements

You must properly endorse all cheques before they are deposited into your account. Your endorsement will be placed in the designated area on the back of the cheque. If you endorse a cheque so that its collection or return is delayed, you, not KBC Bank, will be responsible for any resulting loss. Deposits of cheques or items with more than one endorsement will generally not be accepted by KBC Bank.

#### 10. Statements and Duty to Inspect Statements: Bank Correspondence

We will periodically prepare and furnish you with a statement of account and enclose canceled cheques and other vouchers for the period covered by the statement. We will send the statement to you at your last address shown on our records. For joint accounts, we will send just one statement with canceled cheques and other relevant enclosures to the address shown on our records.

You must examine your statement, and any cheques returned to you, as soon as you receive them, and promptly notify us in writing of any errors, or if the information does not correspond to your records. You must also promptly notify us of any fraudulent or unauthorized transactions, including unauthorized signatures or alterations or forged endorsements. If you do not notify us in writing within thirty (30) days after your statement containing the first such irregularity was received, or otherwise made available to you, the statement will be deemed correct, and KBC Bank will not be responsible for reimbursing you for the amount of any error, if your delay or failure to notify KBC Bank has caused it to sustain a loss or otherwise prejudiced KBC Bank's right to recover the loss from another person.

You may not bring a legal proceeding or action against KBC Bank to recover for any claim or error or fraudulent transaction unless you have given the Bank timely notice as provided above, and you begin the lawsuit within a stipulated time from the 30 day period. The stipulated time is 12 months if the claim is based upon an error or forged or unauthorized signature or alteration to the front or back of the cheque, and 18 months if the claim is based upon a forged, missing or unauthorized endorsement.

In case of a discrepancy concerning a pre-authorized direct deposit of a recurring payment (such as Social Security or payroll), you must give us notice of the discrepancy within 30 days after the date we send you the statement, or else the statement will be deemed correct and binding on you.

If you have authorized KBC Bank to hold your correspondence, this section will apply to you as if you received your statements and cheques on the date shown on the statements. This section shall also apply when your statements and cheques are delivered to an attorney-in-fact designated by you in a valid power of attorney, just as it would to you.

#### 11. Privacy

KBC Bank treats all information about your finances confidentially, and will not disclose it to a third party (unless that third party is a KBC Bank subsidiary or affiliate), except to comply with court orders and subpoenas, or with your written permission. It is our policy to notify customers when it is served with a subpoena or other legal process, unless we are prohibited by law from doing so.

We will disclose, consistent with general banking industry practice, information to third parties about your account or the transfers you make (a) in order to verify the existence and condition of your account for a third party, such as creditors and credit reporting agencies, and (b) where necessary for completing transfers.

You authorize KBC Bank to share information regarding your account with third party providers of services sold by, through or in cooperation with, KBC Bank or its subsidiaries and affiliates, provided there are confidentiality agreements in effect with these third

parties which permits use of the information only in connection with the provision of their services.

#### 12. Right of Set-Off

If you owe KBC Bank any money on a loan or other debt you have with KBC Bank and do not repay the loan or debt, we can use the money in any of your accounts (including joint accounts), without giving you prior notice, to repay the debt or loan, except where prohibited by law. KBC Bank shall not be liable for the dishonor of any items because of insufficient funds in your accounts due to KBC Bank exercising its right of set-off for such liabilities or indebtedness. This right of set-off applies to debts owing at the time an account is opened or incurred thereafter.

#### 13. Grant Of Security Interest

By opening an account with KBC Bank, you pledge and assign to us and grant to us a security interest in all your present and future deposits and accounts (of any nature) with us as collateral for your obligations and indebtedness to us arising out of your account or otherwise.

Property in any of your accounts, or of any person acting on your behalf with KBC Bank shall constitute collateral with respect to all your obligations to KBC Bank. This applies to all Lazare Kaplan International Inc. signatories

4. Claims and Disputes and proxies acting on your behalf in the daily transaction of business.

If another person or entity makes a claim against the funds in your account, or if we have reason to believe there is or may be a dispute regarding ownership of the account or the authority to withdraw funds, we may, in our sole discretion, (a) continue to rely on current signature cards, resolutions or other account documents, (b) freeze all or a part of the funds until the dispute is resolved to our satisfaction, or (c) wait until we are served with a court order directing payment.

#### 15. Service Charges

You agree to pay for various services charged by us for your accounts, whether active or inactive, and for services we perform for you, in accordance with our Schedule of Fees, as amended from time to time. The Schedule is included as part of the account opening package provided by us to you. You authorize us to debit any such charges from any of your accounts.

#### 16. Stop Payment Orders

You may ask us to stop payment on cheques drawn on your account by completing a stop payment order ("Order"). On joint accounts, any joint owner can issue an Order on a cheque signed by another joint owner. An Order must tell us the exact amount of the cheque, cheque number, date of the cheque, name of the payee and your account number. If any of this information is incorrect, we will not be liable for failure to stop payment on the cheque.

We will not be responsible if the cheque is (or has been) paid or certified by us before we have had a reasonable opportunity to act on your Order. You agree to pay a fee for processing the Order. You also agree to indemnify us for all costs and expenses we incur in honoring a stop payment request, including attorneys' fees.

We will not be responsible if we pay any cheque more than 14 days after you have orally requested us to stop payment on it (unless within the 14 day period you confirm your request in writing. In addition, no stop order, renewal or revocation shall be effective unless given to a KBC Bank Officer in writing during regular bank hours.

# 17. Post-Dated and Uncollected Funds

You must not date a cheque later than the date you write and issue it, or put a condition for payment on it. If you do either, and the cheque is presented to us for payment before its date or before the condition has been met, we may, at our discretion, pay the cheque or return it unpaid. We will not be responsible for any losses incurred because the cheque is either paid or returned.

# 18. Overdrafts and Uncollected Funds

If a cheque you write on your account is presented to us for payment at a time when there is not a sufficient balance of available funds in your account to pay the cheque, we may either pay the cheque or refuse payment, and return it unpaid to the bank where it was deposited or cashed. Any payment of such cheques drawn on insufficient funds will not obligate us to pay such insufficient cheques in the future.

In the event of an overdraft, we reserve the right to charge you fees and/or interest on the account from the date of the overdraft until the overdraft is satisfied. Fees are set forth in the Schedule of Fees which has been provided to you. Interest rates, beginning from the date of the overdraft/extension of credit until the date of repayment are described below.

 For business entities (corporations, partnerships, etc.) the rate per annum will be no less than our Prime Rate in effect from time to time, but no higher than the maximum rate permitted by law.

If we receive several cheques for payment which, if all were paid, would exceed the collected funds in your account, we may pay all or some of the cheques in any manner we choose.

#### 19. Individual Accounts

An individual account is opened in the name of one person only. The authorization of this person is required for all transactions on this account.

#### 20. Joint Accounts

An account opened by two or more persons will be considered a "joint account with right of survivorship." Simply called a "joint account" the persons named on the joint account are called "joint owners." KBC Bank reserves the right to open a joint account for more than two persons and, if it chooses to do so, then the following provisions shall apply to each of the joint tenants. Each of you can control the account as if it were your own. The initial deposit and all subsequent deposits, in whatever form received in the account are made in all of your names. Any item payable solely to any one of you may, unless expressly directed otherwise, be credited to your joint account. All deposits become the property of each owner as joint tenants and we may release the entire account to any one of you as co-owner during the lifetime of all owners of the account. The account balance, or any part thereof, may be paid to any owner or the surviving owner(s). We may honor cheques or orders drawn by, or withdrawal requests from, any owner during the lifetime of all owners. This authority will remain in force until specifically revoked in writing and delivered to us. We may be required by service of legal process to remit funds held in the joint account to satisfy a judgment entered against, or other valid debt incurred by, any owner of the account. Each of you will be the agent of all of you for the purpose of giving or receiving notice or payment under this Agreement. Unless we receive a notice signed by any one of you not to pay or deliver any joint deposit or addition or accrual thereon, we will not be liable to any owner for continuing to honor cheques or other orders drawn by, or withdrawal requests from, any owner. After receipt of the notice, we may require written authorization of any or all joint owners for any further payments or deliveries. We may honor cheques or other orders drawn by, or withdrawal requests from, the survivor(s) after the death of any owner(s). In the event of the death of any one of you the survivor(s) will immediately notify us thereof.

#### 21. Deposit Insurance

Deposit accounts at KBC Bank are not insured by the F.D.I.C..

#### 22. Foreign Exchange

Accounts at KBC Bank are generally maintained in U.S. dollars. In case KBC Bank receives and accepts a deposit in another currency, KBC Bank will maintain a sub-account in the same currency unless it is deemed impractical by us to do so (KBC Bank maintains accounts in all the major internationally traded currencies). We may effect foreign exchange or arbitrage transactions at your request. The amounts of all your transactions will be debited and credited to your account. You authorize us to cover any amount due under these transactions and to effect any other foreign exchange transactions that are necessary if, for any reason, your position may be contrary to applicable foreign exchange laws and regulations.

If we take an item payable in a foreign currency for deposit or collection, you will bear all exchange rate risk. We will not credit the item to your account until we have received the proceeds in U.S. dollars. You agree to indemnify and reimburse us for all liabilities, losses, costs and expenses which we may sustain or incur arising out of such transactions.

#### 23. Interest Reporting and Backup Withholding

It is your responsibility to give us your correct social security or taxpayer identification number ("TIN") on an IRS Form W-9, or an IRS Form W-8 if you are a non-resident alien. Note: Each owner must sign a separate form. If you provide the wrong number, or fail to give us the proper form, we reserve the right to close your account. For tax purposes, interest will be reported in the name of the depositor whose number is provided.

Non-resident aliens are generally not subject to reporting of interest income on bank deposits held by KBC Bank, if KBC Bank has received a currently executed IRS form W-8. A failure to provide KBC Bank with a current IRS Form W-9 or W-8 will result in backup withholding tax on any interest or dividend payments.

#### 24. Change of Terms

KBC Bank can change these Terms and Conditions or add new ones at any time. If we do so, we will give you at least thirty (30) days written notice before any change that adversely affects your account (other than a change of interest rates). All changes of the Rules will be effective and binding on you and your account at the time we (a) mail you a copy of the amended Terms and Conditions, (b) mail you a notice of the change, (c) make the amended Terms and Conditions available at our office, or (d) post a notice of the changes in our office for thirty (30) days before they become effective.

## 25 Bank's Right of Waiver; Enforceability Of These Rules

We may waive any of these Terms and Conditions at any time, but the waiver shall apply to that occasion only. If a court should hold that any provision of these Rules is invalid or unenforceable, it will not affect the remainder of these Rules, which will continue to apply to your account(s).

#### 26. Bank Hours

KBC Bank shall be open on days and during hours as determined by KBC Bank. Our business days are Monday through Friday, excluding Bank holidays. These hours may be changed by KBC Bank at any time, and from time to time. Please contact our office for our business hours.

#### 27. Address

You must provide us with your address when you open an account and notify us promptly in writing of any change in your address. We may require identification or undertake other security measures in connection with a request for an address change. Unless

other arrangements are made, mail will se sent to the most recent address recorded on our books.

#### 28. Notices

You are given "notice" within the meaning of these Terms and Conditions when the notification is deposited in a postal system addressed to your address which is indicated in KBC Bank's records, or when your correspondence is held or retained by KBC Bank pursuant to the Hold Mail Agreement, if you have executed such an agreement. KBC Bank is given notice within the meaning of these Terms and Conditions when we actually receive the notification.

# 29. Inactive Accounts/Abandoned Property

Under New York law, your account will be considered inactive and treated as abandoned property if, after FIVE (5) CONSECUTIVE YEARS, there is no deposit to, or withdrawal from the account, or the Bank has not received any correspondence from you which indicates that you know that your account with the Bank is still in existence.

At such time the funds in your account will be turned over to the State of New York. You can reclaim this money at any time by contacting:

New York State Comptroller Capital Annex Station P.O. Box 7009 Albany, New York 12225

We may charge your account with our expenses related to turning the property over to New York State.

# 30 Power of Attorney

If you appoint an attorney-in-fact to handle your account pursuant to a Power of Attorney form filed with us, the attorney-in-fact may perform all banking business, unless the Power of Attorney expressly limits the authority. KBC Bank shall not be effected by any change in the Power of Attorney until it receives and accepts written notice of the change. These Terms and Conditions shall apply as equally to your attorney-in-fact as they do to you. You may use the New York Statutory form or KBC Bank's form.

A person acting under a Power of Attorney is not an owner of an account, no funds in the account belong to that person by reason of that capacity, and that person has no right of survivorship in the account.

# 31. Assignment and Transfer

Your account(s) may not be transferred or assigned without our prior written consent.

#### 32. Death of a Depositor

In the event of your death, KBC Bank shall have the right to prevent the withdrawal of any funds from your account, regardless of whether the account is a joint, personal, corporate, trust, etc., until KBC Bank is satisfied, in its sole discretion, that the proper disposition of the decedent's interest in the account has been finally and validly determined, and Federal and State inheritance and estate tax requirements have been satisfied. KBC Bank may charge against any account of the depositor all expenses (including reasonable attorney's fees) paid or incurred by KBC Bank or its agents or nominees with respect to such account(s) or its termination, or the transfer of the balance thereof to the personal representatives of the depositors, or the survivor(s) if a joint account, or to any other person legally entitled to the balance.

# 33. Reimbursement Of Bank Expenses/Bank Liability

Unless prohibited by law, you agree to reimburse us for any losses, liabilities and expenses (including our reasonable attorney's fees) we may incur in connection with your account, except to the extent they are caused by our gross negligence or willful misconduct. We will not be responsible for any loss to you caused by an event which is beyond our control, including, but not limited to, natural disasters, wars, riots, strikes, computer failure, or the loss of power, communication or transportation facilities. In no event will we be liable for consequential damages.

# 34. Trial By Jury: Arbitration

Should a dispute arise between you and KBC Bank which reaches a trial, both you and KBC Bank waive all rights to trial by jury and agree to have the decision made by a judge. In any lawsuit on an account, you may not raise a claim you have against the Bank arising from another account or transaction, unless required to do so under the rules of the court.

If any dispute arises in a principal amount of \$5,000.00 or less, then you agree that the dispute shall be settled by arbitration in New York City, NY, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any judgment and award rendered by the Arbitrator(s) may be entered in any Court having proper jurisdiction.

#### 35. Governing Law

This Agreement, and all other agreements you have with KBC Bank relating to your accounts, shall be governed by, and construed in accordance with the laws and regulations of New York State and the United States of America. Any claim or action you bring must be brought before the courts of the County of New York, State of New York, or the Federal Courts situated in the Southern District of New York, which you agree shall have exclusive jurisdiction over these Terms and Conditions or any other agreements you have with KBC Bank relating to any accounts or disputes arising thereunder.

# Your Time Deposit Account - Truth in Savings

## Time Deposits

The minimum current amount to open a Time Deposit is USD 100,000.00 · (or equivalent in another currency). Time Deposit Accounts are maintained at the Bank's Grand Cayman Branch.

#### **Interest Rates**

- The interest rate is determined by the Bank, based on market conditions and is fixed for the term of the customer's time Deposit
  Account. The interest rate in effect when an account is opened is stated on the system generated confirmation, the original of which
  is mailed to the customer.
- Interest is computed on a 360 day basis (except for Belgian Frank, Canadian Dollar and Pound Sterling which are computed on a 365 day basis).

#### **Early Withdrawal Penalties**

Early withdrawals are subject to a penalty calculated on the principal at KBC Prime Rate plus 1% less the deposit rate for the remaining period through maturity or a minimum of USD 100.00. All of the penalty will be deducted from the principal.

The bank reserves the right to waive the penalty at it's discretion.

#### **Term and Maturity Date**

The term of a Time Deposit Account is the length of time the customer has agreed to leave the funds on deposit. The term begins on the date the deposit is made and ends on the maturity date stated. If the maturity date falls on a Saturday, Sunday or holiday the next banking day becomes the maturity date.

#### Renewal

Time Deposit Accounts are renewed automatically for the same term at the interest rate in effect on the maturity date. However, the Bank reserves the right not to renew or to renew on different terms. The customer should notify the Bank in writing at least 5 business days before maturity if changes are to be made to the Time Deposit Account.

# Policy On Funds Availability

This policy statement applies to all deposit accounts. Our policy under Regulation CC is to delay the availability of funds that you deposit in your account. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay cheques that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for cheques you deposit that are returned to us unpaid, and for any other problems involving your deposit.

# **Determining The Availability Of A Deposit**

The length of the delay is counted in "business days" from the day of your deposit. Every day is a business day, except Saturdays, Sundays and Federal holidays. If you make a deposit after 3:00 P.M., or on a day we are not open, we will consider the deposit made on the next business day we are open. The length of delay varies depending on the type of deposit and is explained below.

# Transactions With Next-Day Availability see addendum

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury cheques that are payable to you.
- Wire Transfers.
- Cheques drawn on KBC Bank, New York Branch.
- Cash.
- State and local government cheques that are payable to you.
- Cashier's, certified and teller's cheques that are payable to you.
- Federal Reserve Bank cheques, Federal Home Loan Bank cheques and postal money orders, it payable to you.
- Other cheques deposits: see next page.

## Other Cheque Deposits

The delay for other cheque deposits depends on whether the cheque is a local or a non local cheque. To see whether a cheque is a local or non local cheque, look at the routing number on the cheque:

#### Personal Cheque **Business Cheque** Name of Company Pay to the Address, City, State Order of SAMPLE Pay to the Bank Name SAMPLE Location) (Bank Name 123456789 0000000000 000 123456789 000000000 00000000000000000 Routing Number Routing Number

If the first four digits of the routing number (1234 in the examples above) are 0210, 0214, 0215, 0216, 0219, 0260, 0280, 2214, 2215, 2216, 2219, 2260, or 2280 then the cheque is a local cheque. Otherwise, the cheque is a nonlocal cheque. Some cheques are marked 'payable through" and have a four- or nine-digit number nearby. For these cheques, use the four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the cheque, to determine if these cheques are local or nonlocal. Our policy is to make funds from local and nonlocal cheques available as follows:

- Local cheques. At minimum, the first \$100 from a deposit of local cheques will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.
- Non local New York cheques. You can tell if a cheque is drawn on a State of New York bank by looking at the address on the
  cheque. At minimum the first \$100 from a deposit of nonlocal New York cheques will be available on the first business day after the
  day of your deposit for cash withdrawal and to pay cheques you have written to others. The remainder will be available on the
  fourth business day after the day of your deposit for both of these purposes.
- Non local out-of-state cheques. At minimum, the first \$100 from a deposit of nonlocal out-of-state cheques will be available on
  the first business day after the day of your deposit. The remaining funds will be available on the fifth business day after the day of
  your deposit.

# Longer Delays May Apply

Funds you deposit by cheque may be delayed for a longer period under the following circumstances:

- We believe a cheque you deposit will not be paid.
- You deposit cheques totaling more than \$5,000 on any one day.
- You redeposit a cheque that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

# Special Rules For New Accounts

If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open.

Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and Federal, State and local government cheques will be available on the first business day after the day of your deposit, as well as at minimum the first \$100.00 of all other cheques.

Funds from all other cheques will be available as follows:

- local cheques:
  - New York City Cheques: third business day after day of deposit
  - New York State: fourth business day after day of deposit
- non local cheques:
  - seventh business day after the day of deposit



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